

TEMPORARY GRADING EASEMENT

20080215000062090 1/3 \$32.00
Shelby Cnty Judge of Probate, AL
02/15/2008 09:07:26AM FILED/CERT

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That for and in consideration of the sum of Fifteen Thousand Dollars and no cents, and other good and valuable consideration, to be paid at such time as the building permit for road construction is acquired by grantee, Louise W. Glenn, ("Grantor"), does hereby grant and convey unto A. Philip Cook Jr., ("Grantee"), its grading contractor, agents and assigns, a temporary grading easement as shown on the attached exhibit map, upon a parcel land adjacent to the right of way for Cahaba Beach Road.

TEMPORARY GRADING EASEMENT:

Said easement shall include the right to grade the property in accordance with the Subdivision Plat attached hereto as Exhibit A, and to perform the work necessary, related to, or incidental to the grading of said property.

In consideration of the grant of this Easement, Grantee agrees to pay for any damage caused to Grantor's property as a result of the grading work performed and shall further indemnify and hold Grantor harmless from any claims, actions or causes of action resulting from the said grading work. Grantee executes this easement to affirm the said obligations.

Temporary construction easement shall not extend farther than necessary (+/- 15 feet) onto Grantors property, but shall be adequate for the performance of the work. Any damages to Grantors property or vegetation shall be repaired in like kind.

The road work will be fully bonded as required by Shelby County Development Services.

Grantor shall have the right to receive fill dirt from the road construction project dumped and compacted between Grantor's property line and the adjacent Cahaba Beach Road right of way.

At project completion the Grantors property corners adjacent to Cahaba Beach Road will be re-identified and/or re-set as required.

This grant of easement shall expire 30 months from the date of subdivision, but not to exceed 36 months from date of recordation.

This temporary easement shall cease and expire on completion of the said grading work.

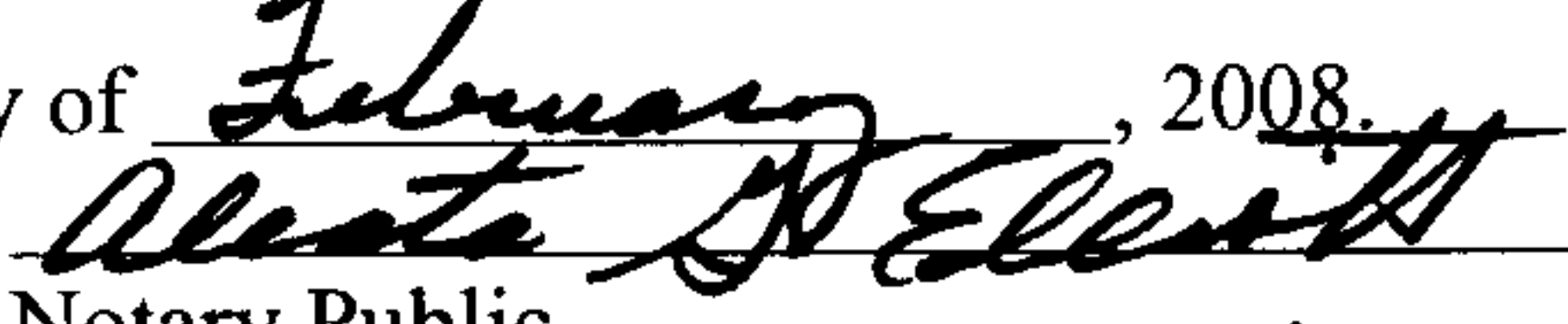
IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 14th day of February, 2008.

GRANTEE: 

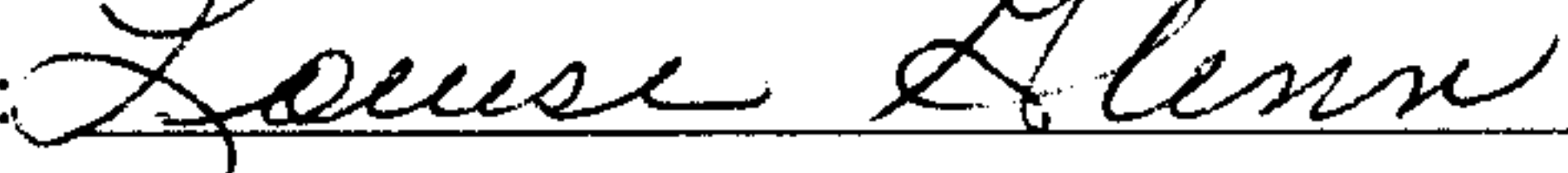
BY: _____
ITS: _____

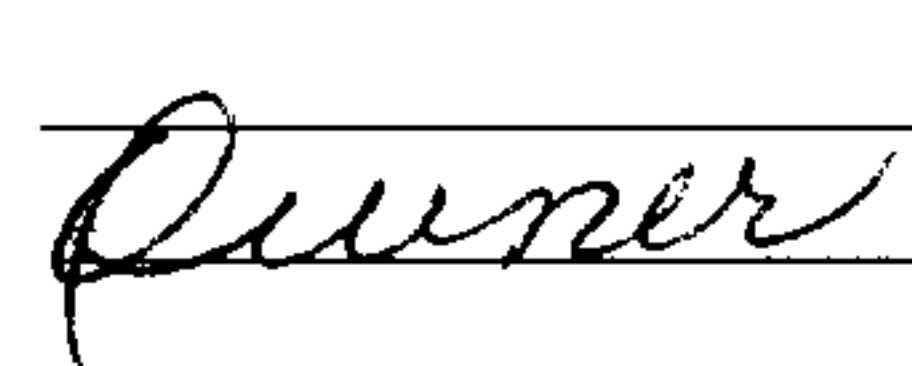
The State of Alabama)
Shelby County)

I, the undersigned authority, in and for said County, in said State, hereby certify that A. Philip Cook Jr. whose name as Phil Cook as an individual is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 14 day of February, 2008.
 (Seal)
Notary Public
My Commission Expires: 3/10/2008

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 15 day of Feb, 2008.

GRANTOR: 

BY: _____
ITS: 

Shelby County, AL 02/15/2008
State of Alabama

Deed Tax: \$15.00



20080215000062090 2/3 \$32.00
Shelby Cnty Judge of Probate, AL
02/15/2008 09:07:26AM FILED/CERT

The State of Alabama)
Shelby County)

I, the undersigned authority, in and for said County, in said State, hereby certify that
Louise Glenn whose name as Louise Glenn as an individual is signed to the foregoing
conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of
the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said
corporation.

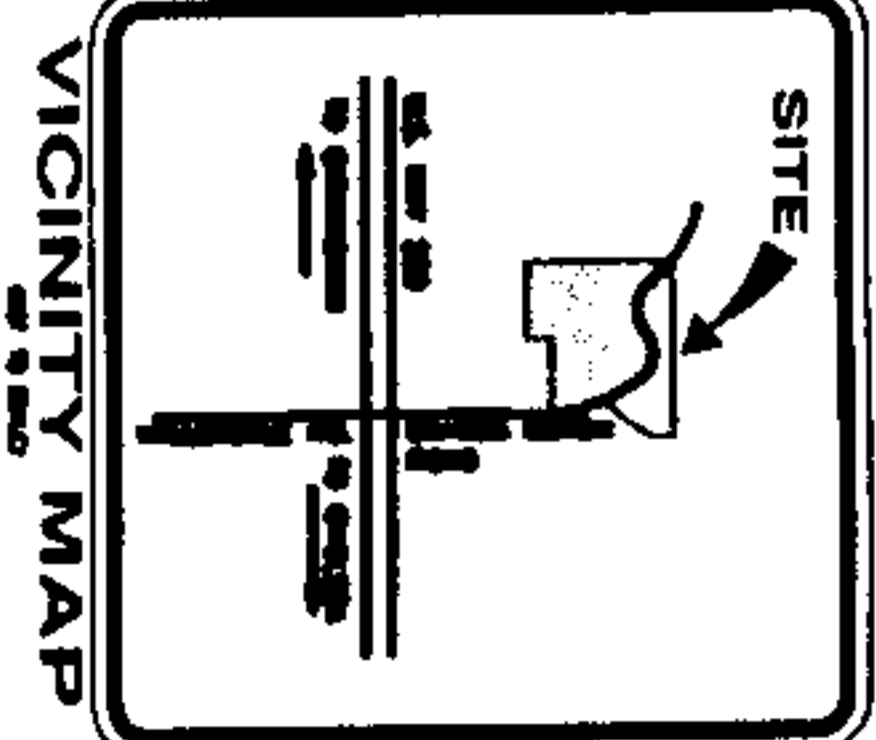
Given under my hand and official seal, this 15 day of February, 2008. (Seal)

Notary Public

My Commission Expires: _____

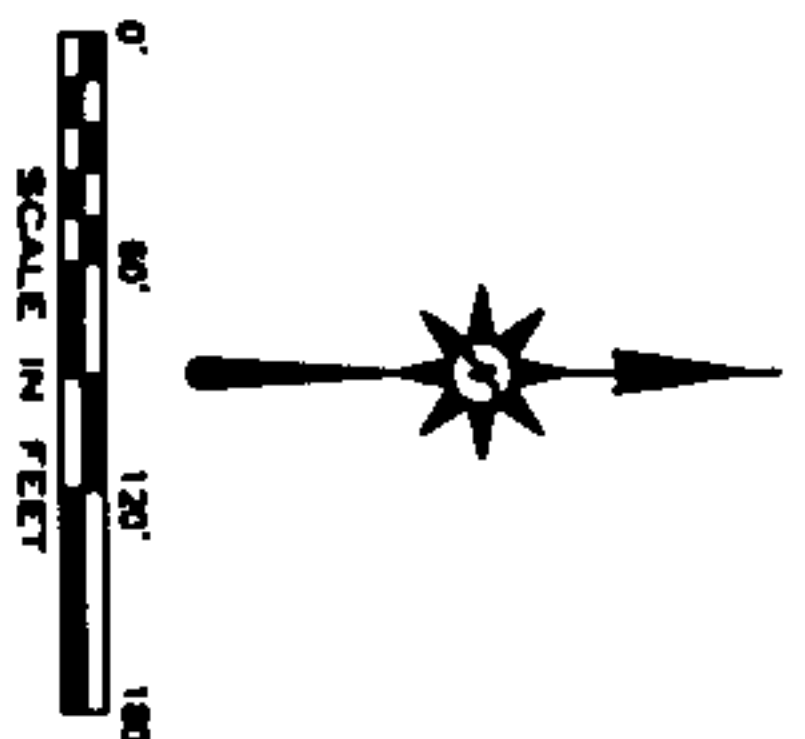
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 25, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JEL



PROPERTY INFORMATION			
LOT 1	5.87 ACRES		
LOT 2	10.49 ACRES		
LOT 3	5.53 ACRES		
LOT 4	4.00 ACRES		
TOTAL	25.89 ACRES		

EXHIBIT "A" TO TEMPORARY GRADING EASEMENT



NOTES:
1. The property shown on this map is the property of the State of Alabama, and is subject to the same laws and regulations as all other property of the State.
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CAHABA BEACH BUSINESS CENTER

ALL SITUATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA

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